

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

AMERICAN CIVIL LIBERTIES UNION,
AMERICAN CIVIL LIBERTIES UNION OF
ILLINOIS, CHICAGO ALLIANCE AGAINST
SEXUAL EXPLOITATION, SEX WORKERS
OUTREACH PROJECT CHICAGO,
ILLINOIS STATE PUBLIC INTEREST
RESEARCH GROUP, INC., and MUJERES
LATINAS EN ACCIÓN,

Plaintiffs,

v.

CLEARVIEW AI, INC., a Delaware
corporation,

Defendant.

Case No.: 2020 CH 04353

Honorable Pamela McLean Meyerson

**CONSENT ORDER OF PERMANENT AND TIME-LIMITED INJUNCTIONS
AGAINST DEFENDANT CLEARVIEW AI, INC.**

On May 28, 2020, Plaintiffs American Civil Liberties Union (“ACLU”), American Civil Liberties Union of Illinois (“ACLU-IL”), Chicago Alliance Against Sexual Exploitation (“CAASE”), Sex Workers Outreach Project Chicago (“SWOP-Chicago”), Illinois State Public Interest Research Group, Inc. (“Illinois PIRG”), and Mujeres Latinas en Acción (“Mujeres”) brought a complaint seeking injunctive relief against Defendant Clearview AI, Inc. (“Clearview”) for alleged violations of the Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.* On August 27, 2021, this Court entered an order denying Clearview’s motion to dismiss for lack of personal jurisdiction under 735 ILCS 5/2-209 and challenging the legal sufficiency of the complaint under section 2-615. On September 24, 2021, Clearview filed its answer, affirmative defenses, and counterclaim. This Order is being entered to effectuate the settlement of the matters alleged in the complaint and counterclaim without a trial on the merits or any further judicial proceedings, and without admission of any fact alleged or liability of any kind.

Findings

1. The Court has subject matter jurisdiction over the subject matter in the action.
2. The Court exercises personal jurisdiction over the Defendant solely for the purpose of entering the injunction contained in this Consent Order.
3. Plaintiffs originally brought this action under the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.* and, Defendant filed a counterclaim under BIPA, 740 ILCS 14/25(e).
4. The Parties have entered into a Settlement Agreement, dated May 4, 2022 (the “Settlement Agreement”), without any admission as to fault, liability, or wrongdoing or as to the validity of the other Parties’ positions. In light of the Parties’ agreement, the Court enters this Consent Order in resolution of the Parties’ dispute. The Court makes no final determination on the merits of either Parties’ arguments.

Order

NOW THEREFORE, on the basis of these findings, and for the purpose of effectuating the settlement agreed to by the Parties, IT IS HEREBY ORDERED AS FOLLOWS:

1. Unless defined herein, all capitalized terms in this Order shall have the respective meanings ascribed to the same terms in the settlement agreement that was filed with the Court.
2. Clearview is permanently enjoined from granting paid or free access to the Clearview database of alleged facial vectors at issue in Plaintiffs’ complaint and Clearview’s counterclaim anywhere in the United States (the “Clearview App”) to: (1) any private entity or private individuals, except (a) as consistent with 740 ILCS 14/25 (and applicable law referred to therein) or (b) in compliance with the requirements of 740 ILCS 14/15 and (2) any individual government employee who is not acting in their official capacity on behalf of a State or federal

government agency, or local unit of government. For the avoidance of doubt, the private entity and private individual injunction in no way limits Clearview's ability to work with federal or other State government agencies and contractors engaged in authorized support for and under contracts with such federal or other State government agencies at all levels and locations.

3. The permanent injunction entered by the Court in the above Paragraph 2 is subject to, and will no longer be applicable if there is, a material amendment to BIPA or other federal, state, local, or statutory law that would permit Clearview to grant access to the Clearview App to private entities or individuals in the absence of this injunction. Clearview may petition the Court for dissolution of this injunction in the event of such a change in law. Plaintiffs may oppose such petition.

4. For a period of five (5) years from the date of the entry of this Order, Clearview is enjoined from granting either paid or free access to Illinois state, county, local, or other government agencies (but is not restricted from permitting such access for federal or other State government agencies and contractors engaged in authorized support for and under contracts with such federal and other State government agencies at all levels and locations) and contractors working for those agencies in Illinois, including state and local police departments and other state and local law enforcement agencies (the "Illinois State and Local Agencies"), to the Clearview App.

5. Clearview is further enjoined for a period of five (5) years from the date of the entry of this Order from granting either paid or free access to the Clearview App to any private entity located in Illinois, even if said transaction is otherwise permissible under 740 ILCS 14/25 (and applicable law referred to therein), or 740 ILCS 14/15. Clearview also may not grant either paid or free access to any individual employees of Illinois State and Local Agencies during this period, including when they are working in their official capacities.

6. Outside of the injunctive relief described in Paragraphs 2, 4, and 5, this Consent Order does not restrict Clearview’s ability to contract with third parties, including with any and all federal government agencies (even those in Illinois), and any other State or local government agencies outside of Illinois, or contractors engaged in authorized support for and under contracts with such government agencies. Additionally, for the avoidance of doubt, this Order permits internal uses of the Clearview App by Clearview that are incidental to its work as a contractor, subcontractor, or agent of a State or federal government agency, or local or other unit of government (*e.g.*, internal testing).

7. The Parties to the Settlement Agreement are expressly permitted, individually or collectively, to enforce this Consent Order and the Settlement Agreement. This Consent Order and the Settlement Agreement shall not confer any rights or remedies upon any person or entity other than the Parties to the Settlement Agreement and no third party may move to enforce, clarify, or modify the Consent Order or any provision of the Settlement Agreement.

8. Subject to the terms and conditions of the Settlement Agreement, this Court hereby enters judgment and dismisses the Action on the merits and with prejudice.

9. Without affecting the finality of this judgment, the Court retains jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the settlement agreement, the injunctions contained in this Order, and for any other necessary purpose related thereto.

IT IS SO ORDERED.

ENTERED: _____

Judge Pamela McLean Meyerson

MAY 11 2022

Circuit Court – 2097



HON. PAMELA MCLEAN MEYERSON
COOK COUNTY CIRCUIT JUDGE